

## GENERAL TERMS AND CONDITIONS TRIBECCA ADVOCATEN BV

1. Tribecca Advocaten BV (hereinafter "Tribecca") is a private company with limited liability organized under the laws of the Netherlands, whose objects are to provide litigation and legal corporate services.
2. All assignments will be deemed to be exclusively given to, and accepted by, Tribecca, even if it is the express or implied intention that a specific person will perform the assignment. Contrary to Articles 7: 404, 7: 407(2) and 7: 409 of the Dutch Civil Code ("*Burgerlijk Wetboek*"), neither the partners, directors and officers nor any individuals working for, or acting on behalf of, Tribecca will be personally bound and/or liable.
3. Any assignments, or further assignments, given to, or other legal transactions or legal relationships with, Tribecca, will be governed exclusively by these general terms and conditions. The applicability of any other general terms and conditions, including but not limited to the client's, are expressly excluded.
4. To the extent possible, Tribecca will consult with the client in advance whenever engaging third parties. Tribecca will in any event exercise due care in the selection of any such third parties. Tribecca is not liable for any failure on the part of third parties. Tribecca is authorized on behalf of the client to accept third-party limitations of liability, if any.
5. The client indemnifies Tribecca against any third-party claims, including reasonable costs of legal assistance, in any way whatsoever relating to the work performed for the client.
6. Except in the event of wilful misconduct or gross negligence on the part of Tribecca, Tribecca's liability as a result of any acts or omissions that may give rise to liability is limited to the lower of the value of the invoice for the relevant assignment or the amount actually paid out under Tribecca's professional liability insurance.
7. The limitation or expiration period within which the client should assert any claim against Tribecca (including but not limited to a claim for damages/compensation), is reduced to one year.
8. Not only Tribecca, but also any (former) employees/colleagues and other individuals engaged, or having been engaged, in the performance of any assignment, including their possible heirs, may rely on these general terms and conditions.
9. Any assignments will be performed for the benefit of the client only. No third parties can derive any rights from the work performed by Tribecca for the client.
10. Tribecca may require one or more (additional) advance payments before or during performance of the work assigned. Any such advance payments will be settled upon completion, or in the course of performance, of the assignment.
11. Unless agreed otherwise in writing, the fee will be calculated based on hours spent. Any disbursements advanced by Tribecca on behalf of the client, including court fees and bailiff's costs, will be charged separately. Tribecca will not charge any office costs or other surcharges to cover general office expenses (postage, telephone, fax, copy and e-mail costs). All amounts will be exclusive of VAT.
12. Tribecca reserves the right to change the agreed (hourly) rates twice every year.
13. In principle, Tribecca will send fee notes on a monthly basis, subject to a payment period of 14 (*fourteen*) days.
14. Any existing and future legal relationships between the client or any third party and Tribecca are governed by the laws of the Netherlands as well as the complaints and dispute settlement procedure for the legal profession ("*Geschillenregeling Advocatuur*"). Any disputes that may arise as a result of such legal relationships will be decided, in the first instance, by the Disputes Committee for the Legal Profession ("*Geschillencommissie Advocatuur*") or the

competent court in Utrecht. Tribeca will be entitled, at its sole discretion, to bring any disputes before the court of the place of residence of the relevant client or third party.

15. These general terms and conditions have been drawn up in Dutch and translated into several other languages. In the event of any inconsistencies between the Dutch version and any translation, the Dutch version will prevail.

*Tribeca Advocaten BV, Blaricum, the Netherlands, 1 January 2024*